



Legislation Text

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Fiscal Note

This lease requires the City to pay a monthly rent of \$20,500 which includes all utility costs and maintenance expenses, real estate taxes, and fire and extended coverage insurance. The initial term is 20 months beginning Oct. 1, 2011, with an option to extend for up to 4 months. The Library's 2011 Adopted Operating Budget includes sufficient funding for the 2011 portion of this lease. The 2012 and 2013 Library Operating Budgets will need to include funding for the remaining term of the lease.

Title

Authorizing the execution of a lease at 126 S. Hamilton Street for the temporary relocation of the City of Madison's Central Public Library. (4th AD)

Body

PREAMBLE

The renovations to Central Library necessitate the temporary relocation of Central Library services. Space located at 126 S. Hamilton Street has been identified by staff as suitable for accommodating temporary administrative staff offices, book storage and retail space for library customers. Terms of the lease have been negotiated with the property owners that will allow the library services to continue during the estimated temporary relocation phase of approximately 20 months. The Madison Public Library Board, on June 2, 2011 approved the terms and conditions contained in this resolution.

NOW, THEREFORE, BE IT RESOLVED that the Mayor and City Clerk are authorized to execute a lease (the "Lease") with Anchor Bank FSB or its assigns (Owner) subject to the following terms and conditions:

1. The initial term of the lease (the "Lease Term") shall be twenty (20) months commencing on October 1, 2011 and ending on May 31, 2013.
2. At the end of the Initial Lease Term, the City may extend the term of the lease for up to four (4) months with a 90 day written notice of its election to extend the Lease.
3. The space located at 126 S. Hamilton Street (Leased Premises) shall consist of the following: approximately 5,250 square feet of storage and break room space in the lower level approximately 5,094 public retail space on Floor 1 approximately 10,500 square feet of book storage and administrative staff space on Floors 2 and 3.
4. Owner at its cost will provide improvements to the Leased Premises that are acceptable to City Facilities Management staff. Improvements shall not exceed \$30,000.
5. The " Annual Gross Rent shall be \$11.80 per square foot annually (\$ 246,000) and shall include all expenses related to the Leased Premises(other than janitorial and telephone/data/computer installation and service costs) which shall include without limitation all real estate taxes, assessments, all utility connections maintenance and use costs including without limitation all electrical, heating and cooling costs, extended coverage insurance premiums, janitorial costs in common areas, refuse and recycled material removal, snow removal, building repair and maintenance costs including those related to base Building systems (i.e., fire alarm and electrical systems); HVAC expenses (including all utility and maintenance costs) ; and management administrative fees.

6. The Owner shall maintain throughout the Lease Term and any renewal, insurance coverage of the proper type and amount of coverage as approved by the City's Risk manager
7. Upon eviction or termination of the Lease, the City shall remove all personal property from the Leased Premises, and the Owner shall own all improvements made to the premises by the Owner and the City.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to execute the lease and all additional documents that may be required to complete this transaction.